



Mercer County Soil and Water Conservation District

20593 US Hwy. 65 Princeton, MO 64673 Phone (660) 748-3857 ext. 3 Fax (660) 748-4589

MERCER COUNTY SWCD 12' NO-TILL DRILL USE AGREEMENT

I, the Renter and User of the 12' No-Till Drill, agree to the following conditions:

RENTAL RATE:

Rental Rate is **\$10.00/acre with a minimum of \$75/day, except for bad weather and Sundays.** Payment is due one (1) business day after drill is returned and inspected for damages. An additional 1.5% per month will be charged if not paid within 30 days. After 90 days, future rental and cost-share will be denied until bill is paid in full.

****IF RENTER FAILS TO RETURN THE EQUIPMENT 2 DAYS AFTER THEIR SCHEDULED RENTAL PERIOD, THEN A RATE OF \$75/DAY PENALTY WILL BE INCURRED UNTIL THE EQUIPMENT IS RETURNED**** Initial _____

DEPOSIT REQUIRED:

A \$500 damage deposit is required before using the 12'drill.

****If the renter is unsure how to operate the equipment, they will refer to the owners manual located on the equipment or at the SWCD office.****

****If there is damage or a missing owners manual, repair or replacement cost will be taken out of the deposit and the remainder will be returned to the renter. If the damage is greater than the deposit, Renter will be billed for the balance of the repair cost. IF DRILL IS RETURNED UN-GREASED, A \$100.00 SERVICE FEE WILL BE INCURED**.**

Initial _____

The deposit check will be held until a board member and/or an employee can check the equipment for damages and the renter has paid the rent and any other necessary fees.

GENERAL CONDITIONS

1. I will keep my towing speed less than 20mph and maintain 40psi. tire pressure.
2. I will obey state and federal laws.
3. I have at least the minimum liability coverage, as required by the state of Missouri, on the vehicle with which I will transport the equipment over public roadways.
4. I will read and follow all manufacturers recommendations in the owners manual pertaining to the use and operation.
5. **The 12'drill will not be towed by no less than a 3/4 ton pickup.**
6. **Caution: I will raise the drill on corners and ends. (Sharp turns can bend and/or break planter units).**
7. I will not back up with the disk openers in the ground.
8. I will remove the transport pins when I reach the field and replace the transport pins when I leave the field.
9. I will run the coulters no deeper than I want the seed planted.
10. **I will clean the drill before I return it to the office. (NO seed in the box or mud on the drill). If it is not clean, a clean up fee will be assessed.**
11. I will lubricate feeder cup sprocket bearings and jack shaft bearings every 20 hours of use.
12. I will not remove the chain links or any other parts.
13. I will protect the 12' drill against theft while in my possession.
14. All operators will be of 18 years of age or older.
15. I will not run fertilizer or chemicals through the drill.
16. I will use a 80 h.p or larger tractor weighing at least 8,000 lbs.
17. District employees can refuse the use of all equipment based on past rental history or the users fields are not suitable.
18. **In the event of damage, repairs will be made by an authorized individual approved by the SWCD Board. If the equipment is reserved at the time of damage, the daily rental rate will be charged for all days of lost rental. This is in addition to any repair charges or clean-up fees assessed.**

SCHEDULING:

Priority for use of the 12' drill is given to the person who is ready to use the drill and has paid the deposit.

Assumption of Liability and Hold Harmless:

I understand and agree to these conditions and will pay the charges requested by the Mercer County Soil and Water Conservation District.

I assume all risk for injury to myself, or damage to my property, as a result of my use of the 12' drill.

I will not hold the Mercer County Soil and Water Conservation District or the Natural Resource Conservation Service, their supervisors or employees liable, in any way, for any damages, injury, or losses that in some way result from the use of the 12' drill.

I accept all liability for injury to others, or damages to the property of others, from my use of the 12' drill.

I agree to defend, pay on behalf of, and hold Mercer County SWCD, NRCS, its supervisors, employees or agents, harmless from all claims of whatsoever nature or kind arising out of any act, or failure to act, whether or not negligent, in connection with my use of the 12' drill, and my performance of the terms of this rental agreement.

If legal services of any kind are needed in the collection of a rental bill, the renter will be charged for all fees associated with the collection and payment must be made by either cashiers check or money order.

By signing this rental agreement, I accept all liability for the equipment and any damages to it or others while in my possession.

Agreed to by _____ Date _____ Phone _____

Estimated Acres

Estimated Date/s of use

For Office Use:

Damage Deposit/Ck. #

Date Received

Received by

Date deposit
returned

Remarks-

Ending acre count _____

Beginning acre count _____

Acres Used _____

Rental Fee (acres x \$10.00/acre) _____

Estimated Damages: (+) _____

Minus Deposit: (-) _____

Balance Due: _____